

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	File No. ENF 98-11
Amer-I-Net Services Corporation	)	
	)	NAL/Acct. No. 916EF0002
Apparent Liability for Forfeiture	)	

**ORDER OF FORFEITURE**

Adopted: February 2, 2000                      Released: February 9, 2000

By the Commission:

**I. INTRODUCTION**

1. In this Order, we assess a forfeiture of \$1,360,000 against Amer-I-Net Services Corporation (“Amer-I-Net”) for willful or repeated violations of the Communications Act of 1934, as amended (the “Act”), and implementing Commission rules and orders. We find that Amer-I-Net willfully or repeatedly violated section 258 of the Act by changing the preferred interexchange carriers (“PICs”) designated by eighteen consumers without their authorization (a practice commonly referred to as “slamming”).

**II. BACKGROUND**

2. The facts and circumstances leading to the issuance of our NAL are fully recited in the NAL and need not be reiterated at length.<sup>1</sup> Between December 16, 1997 and September 30, 1998, the Commission received hundreds of consumer complaints regarding Amer-I-Net. The Commission investigated eighteen of these complaints. Each complainant contended that Amer-I-Net converted his or her designated PIC without authorization. All but two of the complainants asserted that this was done through the apparent use of falsified or forged Letters of Agency (“LOAs”). These sixteen complainants provided statements and evidence that the signatures on the respective LOAs relied upon by Amer-I-Net to convert their preferred long-distance carrier were forgeries.

3. The two remaining complaints forming the basis of the NAL involved allegations that the complainants’ respective PICs were changed without their authorization through the use of LOAs signed by persons unauthorized to approve such a change. These complainants provided statements and evidence that the signatures on the LOAs relied upon by Amer-I-Net were not those of persons authorized to switch complainants’ PICs.

4. Based on an investigation of the above complaints, which included an opportunity for Amer-I-Net to respond to the allegations raised by the complainants, the Commission issued the *Amer-I-*

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<sup>1</sup> *Amer-I-Net Services Corp.*, Notice of Apparent Liability for Forfeiture, 13 FCC Rcd 22055, 22057-63 (1998) (“*Amer-I-Net NAL*”).

*Net NAL*. We found that Amer-I-Net's repeated obtaining and use of forged and unauthorized LOAs apparently violated section 258 of the Act<sup>2</sup> and the Commission's implementing rules and orders.<sup>3</sup> We considered Amer-I-Net's apparent violations to be particularly egregious because they constituted a pattern of misconduct and involved the use of forged LOAs, which the Commission has repeatedly condemned as one of the most outrageous means of slamming. Based on our review of the facts and circumstances surrounding these violations, we found that Amer-I-Net was apparently liable for a proposed forfeiture of \$80,000 for each of the sixteen forgery complaints, and for a proposed forfeiture of \$40,000 for each of the other two complaints, for a total of \$1,360,000.<sup>4</sup>

### III. DISCUSSION

5. In its Response to the NAL, Amer-I-Net does not deny that it submitted PIC-change orders to the complainants' local exchange carriers.<sup>5</sup> Nevertheless, Amer-I-Net contests the Commission's finding of apparent liability for willful or repeated violations of our rules governing PIC-change conversions. Amer-I-Net argues that it should not be found liable because: 1) the Commission has not proved that Amer-I-Net or its agents forged the LOAs in question; 2) Amer-I-Net had no reason to suspect the LOAs in question were forgeries; and 3) at the time of the complaints, Amer-I-Net had a regulatory compliance program in place that met any obligation of Amer-I-Net to verify the authenticity of the LOAs. Amer-I-Net also contests the amount of the proposed forfeiture as excessive. We find none of Amer-I-Net's arguments to be persuasive.

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<sup>2</sup> Section 258 states that "no telecommunications carrier shall submit . . . a change in a subscriber's selection of a provider of telephone exchange service or telephone toll service except in accordance with such verification procedures as the Commission shall prescribe." 47 U.S.C. § 258.

<sup>3</sup> See 47 C.F.R. §§ 64.1100, 64.1150; *Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996 and Policies and Rules Concerning Unauthorized Changes of Consumers' Long Distance Carriers, Second Report and Order and Further Notice of Proposed Rulemaking*, 14 FCC Rcd 1508 (1998), *stayed in nonrelevant part, MCI WorldCom v. FCC*, No. 99-1125 (D.C. Cir. May 18, 1999); *Further Notice of Proposed Rulemaking and Memorandum Opinion and Order on Reconsideration*, 12 FCC Rcd 10674 (1997); *Policies and Rules Concerning Unauthorized Changes of Consumers' Long Distance Carriers*, 10 FCC Rcd 9560 (1995) (*LOA Order*), *stayed in part*, 11 FCC Rcd 856 (1995) (*In-Bound Stay Order*); *Policies and Rules Concerning Changing Long Distance Carriers*, 7 FCC Rcd 1038 (1992) (*PIC-Change Order*), *recon. denied*, 8 FCC Rcd 3215 (1993); *Investigation of Access and Divestiture Related Tariffs*, 101 FCC 2d 911 (1985) (*Allocation Order*), *recon. denied*, 102 FCC 2d 503 (1985); *Investigation of Access and Divestiture Related Tariffs*, 101 FCC 2d 935 (Com. Car. Bur. 1985) (*Waiver Order*), *recon. denied*, 102 FCC 2d 503 (1985).

<sup>4</sup> *Amer-I-Net NAL*, 13 FCC Rcd at 22068. The Commission has authority pursuant to section 503(b) of the Act, 47 U.S.C. § 503(b), to assess a forfeiture penalty against a common carrier if the Commission determines that the carrier has "willfully or repeatedly" failed to comply with the provisions of the Act or with any rule, regulation, or order issued by the Commission.

<sup>5</sup> The Commission's rules and orders require that interexchange carriers such as Amer-I-Net submit PIC-change orders to local exchange carriers, which are then obligated to make the PIC-change absent some indication that the request is not legitimate. See *LOA Order*, 10 FCC Rcd 9560; *PIC-Change Order*, 7 FCC Rcd 1038; *Allocation Order*, 101 FCC 2d 911; *Waiver Order*, 101 FCC 2d 935.

## A. Imposition Of A Forfeiture

6. Amer-I-Net first claims that it should not be held liable because the Commission has not established who signed the LOAs used to switch complainants' long-distance carriers.<sup>6</sup> Moreover, with respect to the sixteen complaints of forged LOAs, Amer-I-Net states that "there is no factual allegation that Amer-I-Net, itself, forged any of the sixteen LOAs. Nor is there any evidence, whatsoever, that any of Amer-I-Net's agents, contractors, employees, independent contractors or subcontractors forged the signatures on any of the sixteen LOAs."<sup>7</sup>

7. As an initial matter, it is undisputed that Amer-I-Net or its agents obtained the LOAs in question. Moreover, we note that the only persons with a financial interest in switching complainants to Amer-I-Net's long-distance service were Amer-I-Net and its marketing agents.<sup>8</sup> To the extent that Amer-I-Net seeks to absolve itself of fault in these complaints by blaming its third-party marketers, we direct Amer-I-Net to section 217 of the Act<sup>9</sup> and the numerous instances in which the Commission has stated that carriers are responsible for the acts of their marketing agents.<sup>10</sup>

8. In any event, Amer-I-Net's argument must fail in light of the express terms of section 258 and our implementing rules, which prohibit the submission of an unauthorized PIC-change. For purposes of determining Amer-I-Net's liability, we need not determine whether Amer-I-Net, its agents, or some other party forged or signed the LOAs in question here. Rather, to find Amer-I-Net liable we need only find (1) that complainants did not authorize the change by signing the LOAs and (2) that Amer-I-Net submitted PIC-changes relying upon the LOAs. Amer-I-Net concedes that it used the LOAs in question in submitting PIC-changes for the complainants.<sup>11</sup> Further, all of the complainants have submitted sworn statements attesting that they did not sign the LOAs relied upon by Amer-I-Net, and Amer-I-Net has submitted no countervailing evidence. We also note that many of the LOAs bear falsified birth dates, misspelled or incorrect names, and other indicia of forgeries.<sup>12</sup> Therefore, we conclude that the LOAs used by Amer-I-Net were executed by someone other than the complainants without their knowledge or permission.

9. Amer-I-Net next argues, with respect to the forged LOA complaints, that we should not impose a forfeiture because Amer-I-Net had no reason to suspect that the LOAs in question were forgeries.<sup>13</sup> Additionally, Amer-I-Net contends that it could not discern a pattern of false LOAs, given the

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<sup>6</sup> Response at 2.

<sup>7</sup> Response at 10 (emphasis omitted).

<sup>8</sup> See *Excel Telecommunications, Inc.*, Notice of Forfeiture, 11 FCC Rcd 19765, 19768 (1996) ("*Excel Telecom Forfeiture Order*") (discussing absence of pecuniary motive for anyone other than interexchange carrier and its marketing agents to "slam" consumers).

<sup>9</sup> See 47 U.S.C. § 217.

<sup>10</sup> See *Qwest Communications Int'l, Inc.*, Notice of Apparent Liability for Forfeiture, FCC 99-299 at ¶ 28 n.66 (rel. Oct. 19, 1999) ("*Qwest Communications NAL*") (citing cases).

<sup>11</sup> See, e.g., Response at 12, 13, 14.

<sup>12</sup> See, e.g., *Amer-I-Net NAL*, 13 FCC Rcd at 22058-61.

<sup>13</sup> Response at 2.

small number of informal complaints discussed in the NAL relative to the total number of Amer-I-Net's subscribers,<sup>14</sup> and delays in receiving the consumer complaints.<sup>15</sup>

10. Amer-I-Net's alleged lack of knowledge regarding the forged LOAs does not exonerate the company under the facts of this case. It has long been established that the word "willfully," as employed in section 503(b) of the Act, does not require a demonstration that Amer-I-Net knew that it was acting unlawfully. Section 503(b) requires only a finding that Amer-I-Net knew it was doing the acts in question and that the acts were not accidental.<sup>16</sup> We make such a finding here. Therefore, we reject Amer-I-Net's claim that it did not act willfully because the LOAs allegedly were not obvious forgeries on their face.

11. We also reject, for similar reasons, Amer-I-Net's claim that it could not have perceived a pattern of slamming complaints because of alleged delays by the Commission in forwarding those complaints or because the complaints formed only a small percentage of Amer-I-Net's subscribers. The facts in the NAL illustrate clearly that Amer-I-Net was on notice as early as January 1998 that consumers had problems with Amer-I-Net's use of forged or unauthorized LOAs.<sup>17</sup> As the NAL notes, between January and October 1998 the Commission forwarded 350 slamming complaints to Amer-I-Net.<sup>18</sup> Yet Amer-I-Net continued to use forged or unauthorized LOAs in submitting change orders.<sup>19</sup> Amer-I-Net's repeated submission of PIC-change requests based on forged LOAs, despite Commission warnings, more than satisfies the standards set forth in section 503(b).<sup>20</sup>

12. Finally, Amer-I-Net argues that it should not be found liable because it allegedly had in place -- prior to the cessation of its marketing efforts<sup>21</sup> -- a "multi-tiered 19-step program to prevent and

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<sup>14</sup> Response at 2, 10.

<sup>15</sup> Response at 8 n.4.

<sup>16</sup> *ConQuest Operator Services Corp.*, Order of Forfeiture, FCC 99-194, at ¶ 15 n.41 (rel. July 26, 1999) ("*Conquest Forfeiture Order*"); *Target Telecom, Inc.*, Order of Forfeiture, 13 FCC Rcd 4456, 4458 (1998) ("*Target Telecom Forfeiture Order*"); *Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4387-88 (1991).

<sup>17</sup> See *Amer-I-Net NAL*, 13 FCC Rcd at 22064.

<sup>18</sup> *Amer-I-Net NAL*, 13 FCC Rcd at 22057 n.13.

<sup>19</sup> Indeed, documents provided by Amer-I-Net show that from January 1997 to December 1998 Amer-I-Net received nearly 2500 complaints from consumers, the Commission, state public service commissions, and other carriers.

<sup>20</sup> *ConQuest Forfeiture Order*, FCC 99-194, at ¶ 15 & n.41. We also reject Amer-I-Net's claims that, before issuance of the NAL, Amer-I-Net repeatedly sought to meet with Commission staff to address the Commission's concerns, only to be rebuffed. Response at 1, 3. As noted above, the number and similarity of the informal complaints forwarded to Amer-I-Net by the Commission should have put the company on notice that it had a slamming problem. Moreover, when Commission staff requested evidence of Amer-I-Net's pre-NAL attempts to discuss the Commission's concerns, Amer-I-Net neither provided such evidence nor any explanation for its absence. See *infra* text accompanying notes 32-33.

<sup>21</sup> Amer-I-Net states that it ceased its marketing efforts in August 1998 and has no intention of resuming its marketing efforts. Response at 9.

detect the submission of improper LOAs.”<sup>22</sup> Amer-I-Net claims that it relied on third-party marketing contractors who were required to state that every LOA they provided to Amer-I-Net was signed by the person whose name appeared on it, that the signature was obtained with full disclosure of the facts relating to the LOA, and the LOA itself was obtained legally.<sup>23</sup> In addition, Amer-I-Net cites to our *Excel Telecom Forfeiture Order* for the proposition that a carrier cannot be found liable for slamming based on the use of LOAs that were “unascertainable forgeries” unless the Commission finds that the carrier failed to take any action to verify the LOAs.<sup>24</sup> Amer-I-Net argues that since it was unaware that the LOAs it relied upon were forgeries and had a verification program in place, it cannot be held liable for slamming the complainants.

13. As noted above, to find Amer-I-Net liable for slamming, we need only find that Amer-I-Net knowingly submitted PIC changes based on forged or unauthorized LOAs. We have done so. The existence of Amer-I-Net’s compliance program is irrelevant to our finding of liability against Amer-I-Net. Moreover, Amer-I-Net mischaracterizes the *Excel Telecom Forfeiture Order*. In that order, Excel’s lack of verification measures had no effect on our finding of liability against the company. Rather, the Commission discussed Excel’s absence of verification measures only in rejecting Excel’s argument that the forfeiture against it should be *reduced* because the LOAs used by Excel might not have been forged by Excel or its agents.<sup>25</sup> Thus, we reject Amer-I-Net’s attempts to use its compliance program to avoid responsibility for its slamming activity. We discuss below the effect of Amer-I-Net’s compliance program on the proposed forfeiture amount.

## **B. Amount Of The Forfeiture**

14. Amer-I-Net also appears to argue that, if the Commission determines that a forfeiture should be imposed, the amount of the forfeiture should be substantially reduced.<sup>26</sup> Amer-I-Net claims that the fine is disproportionate compared to forfeitures imposed in other cases, “non-reflective of the extensive regulatory compliance and fraud detection programs Amer-I-Net had instituted, and would, in and of itself, render Amer-I-Net insolvent many times over.”<sup>27</sup> We reject these arguments and affirm our prior determination that a \$1.36 million forfeiture is appropriate.

15. Amer-I-Net’s claim that the \$1.36 million fine is disproportionate compared to other Commission forfeiture orders requires little discussion. The proposed forfeiture is based on eighteen independent slamming complaints against Amer-I-Net (out of hundreds filed with the Commission), and rests on a calculation of \$80,000 for each of the 16 forgery complaints, and \$40,000 for the other two complaints of unauthorized conversion. This amount is consistent with our forfeiture orders and NALs

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<sup>22</sup> Response at 3.

<sup>23</sup> Response at 6.

<sup>24</sup> Response at 10 (citing *Excel Telecom Forfeiture Order*, 11 FCC Rcd 19765).

<sup>25</sup> See *Excel Telecom Forfeiture Order*, 11 FCC Rcd at 19768-69.

<sup>26</sup> Amer-I-Net never explicitly makes this argument in the alternative, but instead simply contests the forfeiture as “improper” because it is allegedly excessive. See Response at 3, 30.

<sup>27</sup> Response at 30.

prior to the *Amer-I-Net NAL* where the slamming activity involved forgeries, as is the case here.<sup>28</sup> We further note that, in other cases involving forgeries or deceptive marketing practices since the *Amer-I-Net NAL*, we have issued NALs with similar and even larger forfeitures than that imposed here.<sup>29</sup>

16. Amer-I-Net also contends that the proposed forfeiture amount fails to reflect its compliance program and, if imposed, would send a message of “disincentivizing expensive fraud protection measures . . . .”<sup>30</sup> Amer-I-Net’s claims regarding its compliance program give us no reason to reduce the forfeiture against the company. As an initial matter, Amer-I-Net has failed to meet its burden of proof regarding its alleged compliance efforts.<sup>31</sup> In a meeting with Commission staff following submission of Amer-I-Net’s Response to the NAL, counsel for Amer-I-Net agreed to provide documents that would assist in the Commission’s review. In a follow-up letter to that meeting, Commission staff requested documents regarding Amer-I-Net’s development of its compliance program, the number and treatment of consumer complaints received by Amer-I-Net, Amer-I-Net’s alleged pre-NAL attempts to meet with the Commission, and “specific evidence that would support other statements” made in the Response.<sup>32</sup> Amer-I-Net eventually produced four banker’s boxes of consumer complaint files and promised to “produce [the additional requested documents] to you as soon as they become available.”<sup>33</sup> But no further documents were produced. Without evidence supporting the claims made in its Response, we must reject as unsubstantiated Amer-I-Net’s statements about the substance of its compliance program.

17. If we nevertheless assume the existence of Amer-I-Net’s compliance program, we still find no basis for reducing the forfeiture against the company. Amer-I-Net claims that it sent “confirming

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<sup>28</sup> See, e.g., *Brittan Communications Int’l*, Notice of Apparent Liability for Forfeiture, 14 FCC Rcd 296 (1998) (“*Brittan NAL*”) (finding apparent liability for \$80,000 forfeiture for each of 12 forgery complaints, \$40,000 forfeiture for each of four other unauthorized conversions, for a total of \$1,120,000); *All American Telephone Co., Inc.*, Notice of Apparent Liability for Forfeiture, 13 FCC Rcd 15040 (1998) (“*All American NAL*”) (finding apparent liability for \$80,000 forfeiture for each of 13 forgery complaints, for a total of \$1,040,000).

<sup>29</sup> See, e.g., *Qwest Communications NAL*, FCC 99-299 (finding apparent liability for \$80,000 forfeiture for each of 22 forgery complaints, \$40,000 for each of eight additional unauthorized conversions, for a total of \$2,080,000); *Coleman Enterprises, Inc. d/b/a Local Long Distance, Inc.*, Notice of Apparent Liability for Forfeiture, FCC 99-224 (rel. Aug. 19, 1999) (finding apparent liability for \$80,000 forfeiture for each unauthorized conversion of 14 small business customers through deceptive marketing practices, for a total of \$1,120,000); *Vista Group Int’l, Inc.*, Notice of Apparent Liability for Forfeiture, FCC 99-225 (rel. Aug. 19, 1999) (finding apparent liability for \$80,000 forfeiture for each of seven complaints involving deceptive marketing practices, \$40,000 for each of 11 additional unauthorized conversions, for a total of \$1,000,000); *Business Discount Plan, Inc.*, Notice of Apparent Liability for Forfeiture, 14 FCC Rcd 340 (1998) (finding apparent liability for forfeiture of \$80,000 for each unauthorized conversion of 30 customers through deceptive marketing practices for a total of \$2,400,000).

<sup>30</sup> Response at 30.

<sup>31</sup> See, e.g., *Long Distances Services, Inc.*, Order of Forfeiture, 13 FCC Rcd 4444, 4452 (1998) (“*Long Distance Services Forfeiture Order*”).

<sup>32</sup> Letter from Darius Withers, Enforcement Division, Common Carrier Bureau, to Zachary Grayson, Counsel for Amer-I-Net, dated Feb. 12, 1999.

<sup>33</sup> Letter from Zachary Grayson, Counsel for Amer-I-Net, to Darius Withers, Enforcement Division, Common Carrier Bureau, dated March 22, 1999.

letters” to persons for whom the company planned to submit PIC changes.<sup>34</sup> Even assuming the existence of such a policy and practice (of which we have no proof), Amer-I-Net has not produced any evidence demonstrating that the eighteen complainants at issue here actually received these “confirming letters.” Although Amer-I-Net’s Response claims to include copies of the letters sent to each complainant,<sup>35</sup> each of these so-called “photocopies” appears to be nothing more than a single form letter with no date or addressee. Indeed, the Commission possesses only two dated and addressed copies of Amer-I-Net’s confirming letters to complainants. These copies were provided by the complainants in question, however, not by Amer-I-Net.<sup>36</sup>

18. But even if we assume further that Amer-I-Net sent letters to each complainant, the forfeiture amount still must stand. Amer-I-Net has produced no evidence that any of the complainants opened or read the letter, or understood from its contents that their PIC was to be changed. Indeed, the letter itself does not state that Amer-I-Net will be the consumer’s new long-distance carrier until the second paragraph.<sup>37</sup> Instead, the letter begins with congratulations to the consumer for having “registered to win the Grand Prize.” This creates the strong possibility that a consumer might only read the first paragraph of the letter and discard it without reaching the notification of the upcoming PIC change.

19. In addition, the record indicates that when consumers attempted to call the toll-free number listed in the letter or to contact Amer-I-Net after receiving a bill for its services, they often encountered substantial difficulties. The complainants repeatedly state that when they called Amer-I-Net’s telephone number, rather than reaching a customer service person, they would be forwarded to voicemail and instructed to leave a message.<sup>38</sup> Sometimes no one would return the call,<sup>39</sup> but on those occasions where a complainant actually spoke with an Amer-I-Net representative, the representative sometimes would be unhelpful.<sup>40</sup>

20. In any event, based on the complaints and Amer-I-Net’s own records, the company’s verification measures appear to have been ineffectual in preventing slamming of the type at issue here, and thus provide no “cover” for Amer-I-Net. A substantial forfeiture against Amer-I-Net will not discourage carriers from undertaking meaningful compliance programs. Rather, we find that such a forfeiture will encourage carriers to undertake verification efforts that actually work. Accordingly, Amer-I-Net’s alleged compliance measures give us no reason to modify our proposed forfeiture.

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<sup>34</sup> Response at 10-11.

<sup>35</sup> See, e.g., Response at 14, 15, 16.

<sup>36</sup> See Nick Athans, Informal Complaint No. IC-98-03737 (“Athans Complaint”); Joseph Cervone, Informal Complaint No. IC-98-05825 (“Cervone Complaint”).

<sup>37</sup> The letter states “Your signature has authorized us to change your long distance service for the telephone number listed above to Amerinet Services Corp.” See, e.g., Cervone Complaint.

<sup>38</sup> See Paul A. Fisher, Informal Complaint No. IC-98-08508; Bruce J. Lubin Informal Complaint No. IC-98-17298 (“Lubin Complaint”); Golda M. Kagan Informal Complaint No. IC-98-16177; Gail Kislewitz, Informal Complaint No. IC-98-15125; Charlotte B. Seeley, Informal Complaint No. IC-98-17026 (“Seeley Complaint”); Leslie A. Zebowitz, Informal Complaint No. IC-98-15111.

<sup>39</sup> Seeley Complaint.

<sup>40</sup> Lubin Complaint; Faye Ruopp, Informal Complaint No. IC-98-06420; Stephen M. Davidson, Informal Complaint No. IC-98-15116.

21. Finally, we reject Amer-I-Net's claim that we should modify the \$1.36 million proposed forfeiture because such a fine would render the company insolvent. We have consistently held that a carrier's gross revenues are the best indicator of its ability to pay a forfeiture.<sup>41</sup> Despite requests by Commission staff for information supporting the assertions in its Response,<sup>42</sup> Amer-I-Net has not provided any evidence of its revenues. We therefore determine that Amer-I-Net also has not met its burden of proof on this issue.<sup>43</sup>

#### IV. CONCLUSION

22. After reviewing the information filed by Amer-I-Net in its Response, we find that Amer-I-Net has failed to identify facts or circumstances to persuade us that there is any basis for rescinding the *Amer-I-Net NAL*. Further, Amer-I-Net has not shown any mitigating circumstances sufficient to warrant a reduction of the \$1,360,000 forfeiture penalty for which it is liable.

#### V. ORDERING CLAUSES

23. Accordingly, IT IS ORDERED pursuant to section 503(b) of the Act, 47 U.S.C. § 503(b), and section 1.80(f)(4) of the Commission's rules, 47 C.F.R. § 1.80(f)(4), that Amer-I-Net Services Corporation SHALL FORFEIT to the United States Government the sum of one million three hundred sixty thousand dollars (\$1,360,000) for violating the Commission's rules and orders governing primary interexchange carrier conversions. Payment shall be made in the manner provided for in section 1.80 of the Commission's rules within 30 days from the release of this order.<sup>44</sup> If the forfeiture is not paid within the period specified, the case will be referred to the Department of Justice for collection pursuant to section 504(a) of the Act.

24. IT IS FURTHER ORDERED that a copy of this Order of Forfeiture shall be sent by certified United States mail to Kenton W. Nice, President and Chief Executive Officer, Amer-I-Net Services Corporation, 5140 West Hurley Pond Road, Farmingdale, New Jersey, 07727.

#### FEDERAL COMMUNICATIONS COMMISSION

Magalie Roman Salas  
Secretary

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<sup>41</sup> See, e.g., *Target Telecom Forfeiture Order*, 13 FCC Rcd at 4464 (“the use of gross revenues to determine a party's ability to pay is reasonable, appropriate, and a useful yardstick in helping to analyze a company's financial condition for forfeiture purposes”).

<sup>42</sup> See *supra* text accompanying notes 32-33.

<sup>43</sup> *Long Distance Services Forfeiture Order*, 13 FCC Rcd at 4452.

<sup>44</sup> The forfeiture amount should be paid by check or money order drawn to the order of the Federal Communications Commission. Reference should be made on Amer-I-Net Services Corporation's check or money order to “NAL/Acct. No. 916EF0002.” Such remittance must be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482.